

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

ARcare, Inc., an Arkansas Corporation, )  
on behalf of itself and all others similarly )  
situated )

Plaintiff, )

v. )

Cynosure, Inc. )

Defendant. )

Civil Action No. 1:16-cv-11547-DPW

**DECLARATION OF RANDALL K. PULLIAM REGARDING ARCARE, INC. FILINGS**

I, Randall K. Pulliam, hereby declare pursuant to 28 U.S.C. § 1746:

1. I am a member with the law firm Carney Bates & Pulliam, PLLC, 519 W. 7<sup>th</sup> St., Little Rock, Arkansas 72201.
2. This declaration is submitted pursuant to the Court's Order from May 20, 2021 requesting all cases in which ARcare, Inc. ("ARcare") has served as a class representative in a class action filing.
3. ARcare is an Arkansas based company founded in 1986 which provides healthcare services. ARcare provides medical and pharmacy services through its more than 45 clinics, primarily in rural areas in Arkansas, Kentucky and Mississippi. ARcare operates family practices, specialized medical care such as cardiology and chronic disease treatment, dental practices, and pharmacies. ARcare is a federally qualified health center (FQHC) which provides discounted rates to deliver healthcare to those that otherwise would have difficulty being able to afford it.
4. As a medical provider, ARcare relies upon fax machines to operate and provide services to its patients. ARcare has estimated that it receives several thousand unwanted and unsolicited faxes each year. In 2016, my law firm was retained by ARcare to assist it in stopping these faxes both for itself and to assist other healthcare providers lacking the resources to fight the problem.

Physicians and other prescribers use fax machines to communicate prescriptions to pharmacies, so ARcare must diligently sort through its faxes for patient prescriptions. Having to sort through thousands of unwanted faxes is a waste of its employees' time and effort.

5. ARcare has been a party in the following cases related to junk fax litigation:

- *S.A.S.B. Corporation v. Concordia Pharmaceuticals, Inc., et al.*, Docket No. 2:16-cv-14108 (S.D. Fla. Mar. 29, 2016);
- *ARcare v. KY Meds, Inc.*, Docket No. 4:16-cv-00199 (E.D. Ark. Apr. 11, 2016);
- *ARcare v. Medfisher, LLC*, Docket No. 4:16-cv-00200 (E.D. Ark. Apr. 11, 2016);
- *ARcare v. FDS, Inc.*, Docket No. 1:16-cv-01077 (D. Md. Apr. 11, 2016);
- *ARcare v. Adelphia Supply USA, Inc.*, Docket No. 1:16-cv-01786 (E.D. N.Y. Apr. 13, 2016);
- *ARcare v. KRS Glo Biotechnology, Inc.*, Docket No. 9:16-cv-80574 (S.D. Fla. Apr. 14, 2016);
- *ARcare v. Medical Discount Services, Inc.*, Docket No. 0:16-cv-60823 (S.D. Fla. Apr. 14, 2016);
- *ARcare v. Trifecta Pharmaceuticals USA, LLC*, Docket No. 0:16-cv-60825 (S.D. Fla. Apr. 14, 2016);
- *ARcare v. Westminster Pharmaceuticals, LLC*, Docket No. 8:16-cv-00919 (M.D. Fla. Apr. 18, 2016);
- *ARcare v. Howe Global, LLC*, Docket No. 0:16-cv-60850 (S.D. Fla. Apr. 18, 2016);
- *ARcare v. St. Augustine Educational Services, Inc.*, Docket No. 1:16-cv-01273 (N.D. Ga. Apr. 19, 2016);

- *ARcare v. Cochran Wholesale Pharmaceuticals, Inc.*, Docket No. 3:16-cv-00041 (M.D. Ga. Apr. 20, 2016);
- *ARcare v. Biorx Laboratories, Inc.*, Docket No. 2:16-cv-02804 (C.D. Cal. Apr. 22, 2016);
- *ARcare v. Sunpack Pharmacy Supply, Inc.*, Docket No. 2:16-cv-02805 (C.D. Cal. Apr. 22, 2016);
- *ARcare v. Highlander Printing, LLC*, Docket No. 2:16-cv-02806 (C.D. Cal. Apr. 22, 2016);
- *ARcare v. Zylera Pharmaceuticals, LLC*, Docket No. 1:16-cv-00378 (M.D. N.C. Apr. 25, 2016);
- *ARcare v. 3JT Enterprises, LLC*, Docket No. 1:16-cv-04663 (N.D. Ill. Apr. 26, 2016);
- *ARcare v. Express Medical Supplies, Inc.*, Docket No. 6:16-cv-01309 (D. S.C. Apr. 27, 2016);
- *ARcare v. Curaden USA, Inc.*, Docket No. 1:16-cv-00501 (S.D. Ohio Apr. 28, 2016);
- *ARcare v. Gear Medical LLC*, Docket No. 2:16-cv-00964 (D. Nev. Apr. 29, 2016);
- *ARcare v. River City Pharma, LLC*, Docket No. 1:16-cv-00509 (S.D. Ohio May 2, 2016);
- *ARcare v. Masters Pharmaceutical, Inc.*, Docket No. 1:16-cv-00511 (S.D. Ohio May 2, 2016);
- *ARcare v. Sage Payment Solutions Inc.*, Docket No. 2:16-cv-00079 (E.D. Ark. May 27, 2016);
- *ARcare v. IMS Health Inc.*, Docket No. 2:16-cv-00080 (E.D. Ark. May 27, 2016);
- *ARcare v. A and A Global Imports, Inc.*, Docket No. 2:16-cv-03932 (C.D. Cal. Jun 03, 2016);
- *ARcare v. Cynosure, Inc.*, Docket No. 1:16-cv-11547 (D. Mass. Jul 27, 2016);

- *ARcare v. Qiagen North American Holdings, Inc.*, Docket No. 2:16-cv-07638 (C.D. Cal. Oct 13, 2016);
- *ARcare v. Alere, Inc. et al*, Docket No. 1:16-cv-12093 (D. Mass. Oct 19, 2016);
- *ARcare v. Qiagen North American Holdings Inc*, Docket No. 4:17-cv-00120 (E.D. Ark. Mar 02, 2017);
- *ARcare v. Alere Inc et al*, Docket No. 4:17-cv-00147 (E.D. Ark. Mar 13, 2017)
- *ARcare v. Centor, Inc. et al*, Docket No. 3:17-cv-00891 (N.D. Ohio Apr 27, 2017);
- *ARcare v. American Lifeline, Inc.*, Docket No. 3:17-cv-00313 (W.D. Wis. Apr. 27, 2017);
- *ARcare v. Amedisys, Inc.*, Docket No. 3:17-cv-00351 (E.D. Ark. May 26, 2017);
- *ARcare v. Trividia Health, Inc. et al*, Docket No. 0:17-cv-61382 (S.D. Fla. Jul. 11, 2017);
- *ARcare v. Sun Pharmaceutical Industries, Inc.*, Docket No. 3:17-cv-05146 (D. N.J. Jul. 14, 2017);
- *ARcare v. Qiagen North American Holdings Inc*, Docket No. 4:17-cv-00558 (E.D. Ark. Sep. 6, 2017);
- *ARcare v. Duchesnay USA*, Docket No: 2-19-cv-02593 (E.D. Ark. June 14, 2019);
- *ARcare v. Exact Sciences Laboratories, LLC*, Docket No. N19C-04-092 EMD (Sup. Ct. Del., Apr. 9, 2019).
- *ARcare v. YouFirst Services, Inc.* Docket No. 4:21-cv-00135 (E.D. Ark. Feb. 23, 2021);
- *ARcare v. Premier Medical Inc.* Docket No: 6:21-cv-00589 (D. S.C. Feb. 26, 2021);




- *ARcare v. ITF Pharma, Inc.* Docket No: 2-21-cv-00953 (E.D. Pa. Mar. 1, 2021)

6. Attached are all client agreements between ARcare and Carney Bates & Pulliam, PLLC.

I declare under penalty of perjury that the foregoing is true and correct.

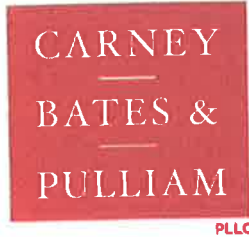
Executed this 16th day of July 2021, in Little Rock, Arkansas.

  
\_\_\_\_\_  
Randall K. Pulliam

**CERTIFICATE OF SERVICE**

I am an attorney of record in this case. I hereby certify that on July 16, 2021 I caused a copy of the foregoing to be filed via the Court's ECF filing system, whereupon all counsel of record were served.

/s/ Randall K. Pulliam  
Attorney for Plaintiff



April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST KY MEDS, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to KY Meds, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a Class Action and authorizes the Firms to file a Class Action complaint against the Defendant. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare  
April 4, 2016  
Page 2

### **Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

### **Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

### **Fees and Expenses**

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The Matter will be brought as a class action, and if the court permits a given case to proceed as a class action, the Client and the Firms agree that CBP will apply to the court for reimbursement of expenses and payment of attorney's fees out of any recovery achieved on behalf of the Class. CBP anticipates requesting up to 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

In the event that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.

ARcare  
April 4, 2016  
Page 3

### **Firms' Withdrawal**

The Firms reserve the right to withdraw from this engagement if the Client fails to honor this letter of understanding, or for any just reason as is permitted or required under the Code of Professional Responsibility or permitted by applicable court rules. Notification of any such withdrawal shall be made in writing to you. The Firms agree that in such an event, they will promptly return all papers, correspondence, and other materials provided to the Firms with regard to the Matter, including all work papers, files, and anything else produced or accumulated with regard to the Matter.

### **Client's Termination**

Our relationship is a very personal one, and we hope that you are always satisfied with the representation; however, should you decide, you remain free to terminate this engagement at any time with or without cause.

### **Disputes Between Client and Firms**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firms which cannot be resolved, the Firms reserve the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

### **General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of either Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.

This letter sets forth all of the terms of our representation of you. Please sign where indicated below and return a copy to me.

Sincerely,



Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 4, 2016  
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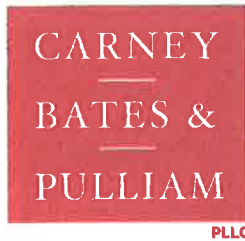
AGREED TO AND ACCEPTED  
AS TO TERMS:

Steven Collier CEO  
ARcare

DATE: 4/5/16

Winston B. Collier  
Winston B. Collier, P.A.

DATE: 4/5/16



April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST MEDFISHER, LLC*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Medfisher, LLC (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

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ARcare  
April 4, 2016  
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ARcare  
April 4, 2016  
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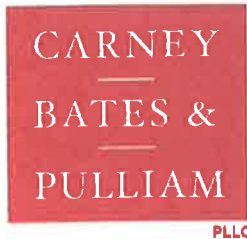
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Winston B. Collier, P.A.

DATE: 4/5/16



April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST FDS, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to FDS, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

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ARcare  
April 4, 2016  
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Sincerely,



Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 4, 2016  
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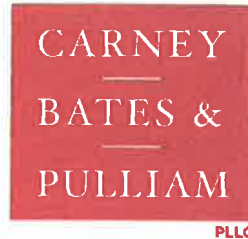
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Winston B. Collier, P.A.

DATE: 4/5/16



April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST ADELPHIA SUPPLY USA, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Adelphia Supply USA, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

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ARcare  
April 4, 2016  
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The Client and the Firms agree that in the event the Firms are successful in bringing a claim with a cause of action providing attorneys' fees, the Firms will apply to the court for reimbursement of expenses and payment of attorney's fees. In the event that no fee shifting provision exists, the firms will receive 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

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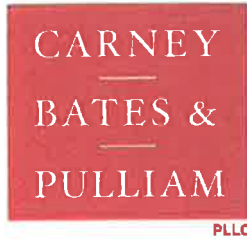
  
ARcare

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April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST KRS GLOBAL BIOTECHNOLOGY, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to KRS Global Biotechnology, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a Class Action and authorizes the Firms to file a Class Action complaint against the Defendant. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare  
April 4, 2016  
Page 2

### **Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

### **Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

### **Fees and Expenses**

The Client acknowledges that the Firms may incur various expenses in providing services to the Client. Such expenses include, but are not limited to, charges for filing and serving papers, courier or messenger services, recording or certifying documents, deposition transcripts, investigations, witnesses, long-distance telephone calls, copying or printing materials, postage and travel expenses, plus the expenses of others such as expert witnesses or investigators. The cost of these expenses will be advanced by the Firms and the Client shall have no responsibility to reimburse the Firms for expenses, except from and to the extent of any recovery obtained in the litigation.

The Matter will be brought as a class action, and if the court permits a given case to proceed as a class action, the Client and the Firms agree that CBP will apply to the court for reimbursement of expenses and payment of attorney's fees out of any recovery achieved on behalf of the Class. CBP anticipates requesting up to 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

In the event the that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.

ARcare  
April 4, 2016  
Page 3

### **Firms' Withdrawal**

The Firms reserve the right to withdraw from this engagement if the Client fails to honor this letter of understanding, or for any just reason as is permitted or required under the Code of Professional Responsibility or permitted by applicable court rules. Notification of any such withdrawal shall be made in writing to you. The Firms agree that in such an event, they will promptly return all papers, correspondence, and other materials provided to the Firms with regard to the Matter, including all work papers, files, and anything else produced or accumulated with regard to the Matter.

### **Client's Termination**

Our relationship is a very personal one, and we hope that you are always satisfied with the representation; however, should you decide, you remain free to terminate this engagement at any time with or without cause.

### **Disputes Between Client and Firms**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firms which cannot be resolved, the Firms reserve the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

### **General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of either Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.

This letter sets forth all of the terms of our representation of you. Please sign where indicated below and return a copy to me.

Sincerely,



Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 4, 2016  
Page 4

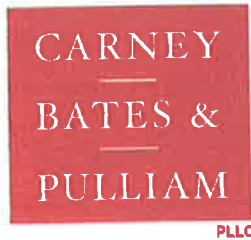
AGREED TO AND ACCEPTED  
AS TO TERMS:

Steven Collier CEO  
ARcare

DATE: 4/5/16

W. B. Collier  
Winston B. Collier, P.A.

DATE: 4/5/16



April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST MEDICAL DISCOUNT SERVICES, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Medical Discount Services, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a Class Action and authorizes the Firms to file a Class Action complaint against the Defendant. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare  
April 4, 2016  
Page 2

### **Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

### **Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

### **Fees and Expenses**

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The Matter will be brought as a class action, and if the court permits a given case to proceed as a class action, the Client and the Firms agree that CBP will apply to the court for reimbursement of expenses and payment of attorney's fees out of any recovery achieved on behalf of the Class. CBP anticipates requesting up to 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

In the event that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.



ARcare  
April 4, 2016  
Page 3

### **Firms' Withdrawal**

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### **Client's Termination**

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### **Disputes Between Client and Firms**

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### **General**

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Sincerely,



Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 4, 2016  
Page 4

AGREED TO AND ACCEPTED  
AS TO TERMS:

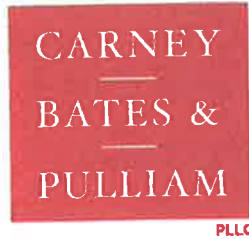
  
\_\_\_\_\_  
ARcare

DATE: 4/5/16

  
\_\_\_\_\_  
Winston B. Collier, P.A.

DATE: 4/5/16





April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST TRIFECTA PHARMACEUTICALS USA, LLC*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Trifecta Pharmaceuticals USA, LLC (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a Class Action and authorizes the Firms to file a Class Action complaint against the Defendant. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare  
April 4, 2016  
Page 2

### **Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

### **Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

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In the event the that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.

ARcare  
April 4, 2016  
Page 3

### **Firms' Withdrawal**

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### **Client's Termination**

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### **Disputes Between Client and Firms**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firms which cannot be resolved, the Firms reserve the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

### **General**

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Sincerely,



Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 4, 2016  
Page 4

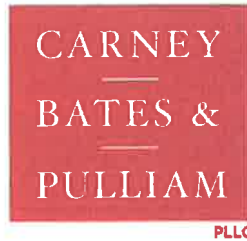
AGREED TO AND ACCEPTED  
AS TO TERMS:

  
\_\_\_\_\_  
ARcare

DATE: 4/5/16

  
\_\_\_\_\_  
Winston B. Collier, P.A.

DATE: 4/5/16



April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST ST. AUGUSTINE EDUCATIONAL SERVICES, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to St. Augustine Educational Services, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

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ARcare  
April 4, 2016  
Page 2

### **Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

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In the event the that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.



ARcare  
April 4, 2016  
Page 3

### **Firms' Withdrawal**

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Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 4, 2016  
Page 4

AGREED TO AND ACCEPTED  
AS TO TERMS:

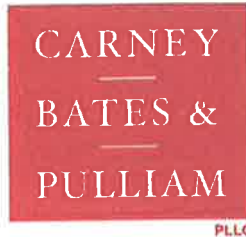
Steven Collier CEO  
ARcare

DATE: 4/6/2016

W.B. Collier  
Winston B. Collier, P.A.

DATE: 4/5/2016





April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST COCHRAN WHOLESALE PHARMACEUTICAL, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Cochran Wholesale Pharmaceutical, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

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ARcare  
April 4, 2016  
Page 2

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ARcare  
April 4, 2016  
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Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

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April 4, 2016  
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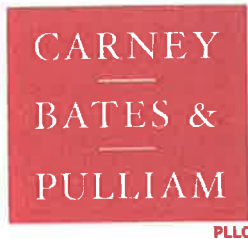
AGREED TO AND ACCEPTED  
AS TO TERMS:

Steven Collier CEO  
ARcare

DATE: 4/5/16

Winston B. Collier  
Winston B. Collier, P.A.

DATE: 4/5/16



April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT BIO RX PHARMACEUTICALS, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Bio RX Pharmaceuticals, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

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ARcare  
April 4, 2016  
Page 2

### **Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

### **Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

### **Fees and Expenses**

The Client acknowledges that the Firms may incur various expenses in providing services to the Client. Such expenses include, but are not limited to, charges for filing and serving papers, courier or messenger services, recording or certifying documents, deposition transcripts, investigations, witnesses, long-distance telephone calls, copying or printing materials, postage and travel expenses, plus the expenses of others such as expert witnesses or investigators. The cost of these expenses will be advanced by the Firms and the Client shall have no responsibility to reimburse the Firms for expenses, except from and to the extent of any recovery obtained in the litigation.

The Matter will be brought as a class action, and if the court permits a given case to proceed as a class action, the Client and the Firms agree that CBP will apply to the court for reimbursement of expenses and payment of attorney's fees out of any recovery achieved on behalf of the Class. CBP anticipates requesting up to 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

In the event that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.



ARcare  
April 4, 2016  
Page 3

### **Firms' Withdrawal**

The Firms reserve the right to withdraw from this engagement if the Client fails to honor this letter of understanding, or for any just reason as is permitted or required under the Code of Professional Responsibility or permitted by applicable court rules. Notification of any such withdrawal shall be made in writing to you. The Firms agree that in such an event, they will promptly return all papers, correspondence, and other materials provided to the Firms with regard to the Matter, including all work papers, files, and anything else produced or accumulated with regard to the Matter.

### **Client's Termination**

Our relationship is a very personal one, and we hope that you are always satisfied with the representation; however, should you decide, you remain free to terminate this engagement at any time with or without cause.

### **Disputes Between Client and Firms**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firms which cannot be resolved, the Firms reserve the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

### **General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of either Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.

This letter sets forth all of the terms of our representation of you. Please sign where indicated below and return a copy to me.

Sincerely,



Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC



ARcare  
April 4, 2016  
Page 4

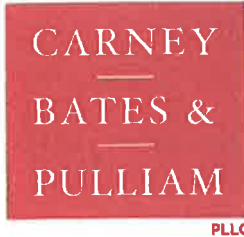
AGREED TO AND ACCEPTED  
AS TO TERMS:

Steven Collier CEO  
ARcare

DATE: 4/5/16

W. B. Collier  
Winston B. Collier, P.A.

DATE: 4/5/16



April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST HIGHLANDER PRINTING, LLC*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Highlander Printing, LLC (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

### **Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is

ARcare  
April 4, 2016  
Page 2

acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

### **Fees and Expenses**

The Client acknowledges that the Firms may incur various expenses in providing services to the Client. Such expenses include, but are not limited to, charges for filing and serving papers, courier or messenger services, recording or certifying documents, deposition transcripts, investigations, witnesses, long-distance telephone calls, copying or printing materials, postage and travel expenses, plus the expenses of others such as expert witnesses or investigators. The cost of these expenses will be advanced by the Firms and the Client shall have no responsibility to reimburse the Firms for expenses, except from and to the extent of any recovery obtained in the litigation.

The Client and the Firms agree that in the event the Firms are successful in bringing a claim with a cause of action providing attorneys' fees, the Firms will apply to the court for reimbursement of expenses and payment of attorney's fees. In the event that no fee shifting provision exists, the firms will receive 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

### **Client's Termination**

Our relationship is a very personal one, and we hope that you are always satisfied with the representation; however, should you decide, you remain free to terminate this engagement at any time with or without cause.

### **Disputes Between Client and Firms**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firms which cannot be resolved, the Firms reserve the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

### **General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of either Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.

ARcare  
April 4, 2016  
Page 3

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Sincerely,



Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

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AS TO TERMS:



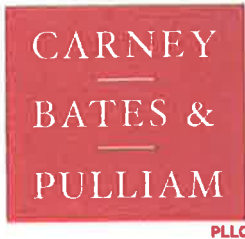
ARcare

DATE: 4/5/16



Winston B. Collier, P.A.

DATE: 4/5/16



April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST ZYLERA PHARMACEUTICALS*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Zylera Pharmaceuticals, LLC (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a Class Action and authorizes the Firms to file a Class Action complaint against the Defendant. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare  
April 4, 2016  
Page 2

### **Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

### **Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

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In the event that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.

ARcare  
April 4, 2016  
Page 3

### **Firms' Withdrawal**

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### **Client's Termination**

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### **Disputes Between Client and Firms**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firms which cannot be resolved, the Firms reserve the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

### **General**

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Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC



ARcare  
April 4, 2016  
Page 4

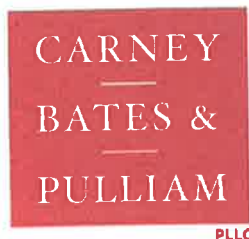
AGREED TO AND ACCEPTED  
AS TO TERMS:

  
\_\_\_\_\_  
ARcare

DATE: 4/5/16

  
\_\_\_\_\_  
Winston B. Collier, P.A.

DATE: 4/5/16



April 4, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST EXPRESS MEDICAL SUPPLIES*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Express Medical Supplies (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a Class Action and authorizes the Firms to file a Class Action complaint against the Defendant. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare  
April 4, 2016  
Page 2

### **Class Counsel**

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In the event the that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.

ARcare  
April 4, 2016  
Page 3

### **Firms' Withdrawal**

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Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 4, 2016  
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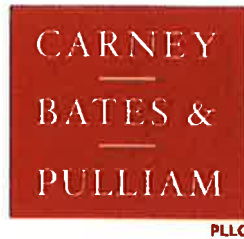
AGREED TO AND ACCEPTED  
AS TO TERMS:

  
\_\_\_\_\_  
ARcare

DATE: 4/5/16

  
\_\_\_\_\_  
Winston B. Collier, P.A.

DATE: 4/5/16



April 21, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST CURAPROX USA*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP"), WINSTON B. COLLIER, P.A. and MEYER WILSON CO., LPA (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Curaprox USA (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

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If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare  
April 21, 2016  
Page 2

### **Class Counsel**

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The Firms shall have the right to associate other attorneys at no additional expense to you with the your informed consent. The law firms under this agreement, CARNEY BATES & PULLIAM, PLLC, WINSTON B. COLLIER, P.A., and MEYER WILSON CO., LPA, will assume joint responsibility for the representation with any associated firms, any fees earned will be divided among them, and each agrees to be available for consultation with you.

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In the event the that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as



ARcare  
April 21, 2016  
Page 3

Counsel.

### **Firms' Withdrawal**

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ARcare  
April 21, 2016  
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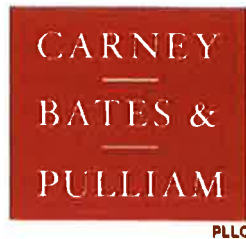
AGREED TO AND ACCEPTED  
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\_\_\_\_\_  
ARcare

DATE: 4.22.16

  
\_\_\_\_\_  
Winston B. Collier, P.A.

DATE: 4.22.16



April 21, 2016

ARcare  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*RE: LAWSUIT AGAINST MASTERS PHARMACEUTICAL, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP"), WINSTON B. COLLIER, P.A. and MEYER WILSON CO., LPA (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Masters Pharmaceutical, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

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ARcare  
April 21, 2016  
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ARcare  
April 21, 2016  
Page 3

Counsel.

### **Firms' Withdrawal**

The Firms reserve the right to withdraw from this engagement if the Client fails to honor this letter of understanding, or for any just reason as is permitted or required under the Code of Professional Responsibility or permitted by applicable court rules. Notification of any such withdrawal shall be made in writing to you. The Firms agree that in such an event, they will promptly return all papers, correspondence, and other materials provided to the Firms with regard to the Matter, including all work papers, files, and anything else produced or accumulated with regard to the Matter.

### **Client's Termination**

Our relationship is a very personal one, and we hope that you are always satisfied with the representation; however, should you decide, you remain free to terminate this engagement at any time with or without cause.

### **Disputes Between Client and Firms**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firms which cannot be resolved, the Firms reserve the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

### **General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of either Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.

This letter sets forth all of the terms of our representation of you. Please sign where indicated below and return a copy to me.


Sincerely,



Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 21, 2016  
Page 4

AGREED TO AND ACCEPTED  
AS TO TERMS:

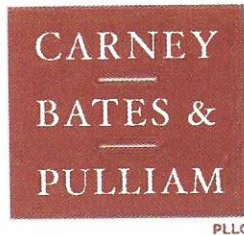
  
\_\_\_\_\_  
ARcare

DATE: 4.22.16

  
\_\_\_\_\_  
Winston B. Collier, P.A.

DATE: 4.22.16





May 25, 2016

ARcare, Inc.  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*Re: LAWSUIT AGAINST SAGE PAYMENT SOLUTIONS, INC.  
AND SAGE SOFTWARE, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Sage Payment Solutions, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a Class Action and authorizes the Firms to file a Class Action complaint against the Defendant. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.



ARcare, Inc.  
May 25, 2016  
Page 2

### **Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

### **Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

### **Fees and Expenses**

The Client acknowledges that the Firms may incur various expenses in providing services to the Client. Such expenses include, but are not limited to, charges for filing and serving papers, courier or messenger services, recording or certifying documents, deposition transcripts, investigations, witnesses, long-distance telephone calls, copying or printing materials, postage and travel expenses, plus the expenses of others such as expert witnesses or investigators. The cost of these expenses will be advanced by the Firms and the Client shall have no responsibility to reimburse the Firms for expenses, except from and to the extent of any recovery obtained in the litigation.

The Matter will be brought as a class action, and if the court permits a given case to proceed as a class action, the Client and the Firms agree that CBP will apply to the court for reimbursement of expenses and payment of attorney's fees out of any recovery achieved on behalf of the Class. CBP anticipates requesting up to 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

In the event that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.

ARcare, Inc.  
May 25, 2016  
Page 3

### **Firms' Withdrawal**

The Firms reserve the right to withdraw from this engagement if the Client fails to honor this letter of understanding, or for any just reason as is permitted or required under the Code of Professional Responsibility or permitted by applicable court rules. Notification of any such withdrawal shall be made in writing to you. The Firms agree that in such an event, they will promptly return all papers, correspondence, and other materials provided to the Firms with regard to the Matter, including all work papers, files, and anything else produced or accumulated with regard to the Matter.

### **Client's Termination**

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### **Disputes Between Client and Firms**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firms which cannot be resolved, the Firms reserve the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

### **General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of either Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.

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Sincerely,



Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare, Inc.  
May 25, 2016  
Page 4

AGREED TO AND ACCEPTED  
AS TO TERMS:

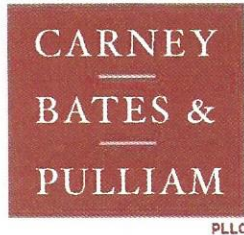
  
\_\_\_\_\_  
ARcare, Inc.

DATE: 5/26/16

  
\_\_\_\_\_  
Winston B. Collier, P.A.

DATE: 5.26.16





May 25, 2016

ARcare, Inc.  
Steven F. Collier  
117 S. 2nd Street  
Augusta, Arkansas 72006

*Re: LAWSUIT AGAINST CYNOSURE, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Cynosure, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a Class Action and authorizes the Firms to file a Class Action complaint against the Defendant. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare, Inc.  
May 25, 2016  
Page 2

### **Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

### **Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

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ARcare, Inc.  
May 25, 2016  
Page 3

### **Firms' Withdrawal**

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### **Disputes Between Client and Firms**

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Sincerely,



Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare, Inc.  
May 25, 2016  
Page 4

AGREED TO AND ACCEPTED  
AS TO TERMS:

Steven Collier  
ARcare, Inc.

DATE: 5-26-16

W.B. Collier  
Winston B. Collier, P.A.

DATE: 5.26.16





April 25, 2017

ARcare  
Steven F. Collier  
The Collier Firm  
P.O. Box 534  
Augusta, AR 72006

*RE: LAWSUIT AGAINST CENTOR US HOLDING, INC.  
and CENTOR, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Centor US Holding, Inc. and Centor, Inc. (the "Defendants"). The Firm will investigate and bring suit against Defendants for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

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If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare  
April 25, 2017  
Page 2

**Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

**Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

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ARcare  
April 25, 2017  
Page 3

**Firms' Withdrawal**

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**Client's Termination**

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**Disputes Between Client and Firms**

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**General**

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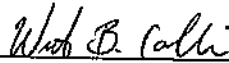
Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 25, 2017  
Page 4

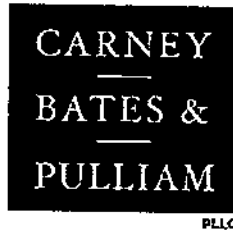
AGREED TO AND ACCEPTED  
AS TO TERMS:

  
\_\_\_\_\_  
ARcare

DATE: 4.25.17

  
\_\_\_\_\_  
Winston B. Collier, P.A.

DATE: 4.25.17



April 25, 2017

ARcare  
Steven F. Collier  
The Collier Firm  
P.O. Box 534  
Augusta, AR 72006

*RE: LAWSUIT AGAINST AMEDISYS, INC.  
and AMEDISYS ARKANSAS, LLC*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Amedisys, Inc. and Amedisys Arkansas, LLC (the "Defendants"). The Firm will investigate and bring suit against Defendants for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

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### **Engagement**

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If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare  
April 25, 2017  
Page 2

**Class Counsel**

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ARcare  
April 25, 2017  
Page 3

**Firms' Withdrawal**

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You should further understand that in the event a conflict of interest or a dispute develops between you and the Firms which cannot be resolved, the Firms reserve the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

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Sincerely,

Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC



ARcare  
April 25, 2017  
Page 4

AGREED TO AND ACCEPTED  
AS TO TERMS:

Stan Collier  
ARcare

DATE: 4.25.17

Winston B. Collier  
Winston B. Collier, P.A.

DATE: 4.25.17



April 25, 2017

ARcare  
Steven F. Collier  
The Collier Firm  
P.O. Box 534  
Augusta, AR 72006

*RE: LAWSUIT AGAINST TRIVIDIA HEALTH, INC.  
and TRIVIDIA HEALTHCARE SYSTEMS, LLC*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Trividia Health, Inc. and Trividia Healthcare Systems, LLC (the "Defendants"). The Firm will investigate and bring suit against Defendants for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

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ARcare  
April 25, 2017  
Page 2

**Class Counsel**

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ARcare  
April 25, 2017  
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This letter sets forth all of the terms of our representation of you. Please sign where indicated below and return a copy to me.

Sincerely,


Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 25, 2017  
Page 4

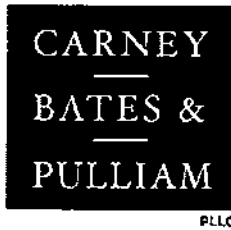
AGREED TO AND ACCEPTED  
AS TO TERMS:

  
\_\_\_\_\_  
ARcare

DATE: 4.25.17

  
\_\_\_\_\_  
Winston B. Collier, P.A.

DATE: 4.25.17



April 25, 2017

ARcare  
Steven F. Collier  
The Collier Firm  
P.O. Box 534  
Augusta, AR 72006

*RE: LAWSUIT AGAINST SUN PHARMACEUTICAL INDUSTRIES, INC.*

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC ("CBP") and Winston B. Collier, P.A. (the "Firms") to undertake the legal representation of ARcare (the "Client") with respect to Sun Pharmaceutical Industries, Inc. (the "Defendant"). The Firm will investigate and bring suit against Defendant for sending illegal junk faxes (the "Matter"). The Client also authorizes the Firms to review additional faxes provided, and to pursue litigation in those matters under the same terms of this agreement.

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a Class Action and authorizes the Firms to file a Class Action complaint against the Defendant. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare  
April 25, 2017  
Page 2

**Class Counsel**

CBP will serve as personal and class counsel in the actions. Winston B. Collier, P.A. will serve as personal counsel to the Client.

**Cooperation**

The Client will cooperate fully with the Firms and provide all information known or available to the Client which may aid the Firms in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firms to take all actions which the Firms in their discretion deem advisable on the Client's behalf. In keeping with this commitment, the Firms agree to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firms make no representation or warranty with respect to the outcome of the Matter. The Firms will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

**Fees and Expenses**

The Client acknowledges that the Firms may incur various expenses in providing services to the Client. Such expenses include, but are not limited to, charges for filing and serving papers, courier or messenger services, recording or certifying documents, deposition transcripts, investigations, witnesses, long-distance telephone calls, copying or printing materials, postage and travel expenses, plus the expenses of others such as expert witnesses or investigators. The cost of these expenses will be advanced by the Firms and the Client shall have no responsibility to reimburse the Firms for expenses, except from and to the extent of any recovery obtained in the litigation.

The Matter will be brought as a class action, and if the court permits a given case to proceed as a class action, the Client and the Firms agree that CBP will apply to the court for reimbursement of expenses and payment of attorney's fees out of any recovery achieved on behalf of the Class. CBP anticipates requesting up to 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

In the event the that a given case is not certified as a class action, the Client agrees that the Firms have the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.



ARcare  
April 25, 2017  
Page 3

### **Firms' Withdrawal**

The Firms reserve the right to withdraw from this engagement if the Client fails to honor this letter of understanding, or for any just reason as is permitted or required under the Code of Professional Responsibility or permitted by applicable court rules. Notification of any such withdrawal shall be made in writing to you. The Firms agree that in such an event, they will promptly return all papers, correspondence, and other materials provided to the Firms with regard to the Matter, including all work papers, files, and anything else produced or accumulated with regard to the Matter.

### **Client's Termination**

Our relationship is a very personal one, and we hope that you are always satisfied with the representation; however, should you decide, you remain free to terminate this engagement at any time with or without cause.

### **Disputes Between Client and Firms**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firms which cannot be resolved, the Firms reserve the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

### **General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of either Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.

This letter sets forth all of the terms of our representation of you. Please sign where indicated below and return a copy to me.

Sincerely,

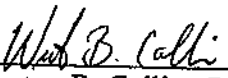
Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

ARcare  
April 25, 2017  
Page 4

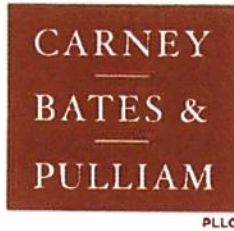
AGREED TO AND ACCEPTED  
AS TO TERMS:

  
\_\_\_\_\_  
ARcare

DATE: 4.25.17

  
\_\_\_\_\_  
Winston B. Collier, P.A.

DATE: 4.25.17



April 3, 2019

ARcare, Inc.  
Steven F. Collier  
107 S. 2nd Street  
P.O. Box 534  
Augusta, Arkansas 72006

***RE: LAWSUITS AGAINST DUCHESNAY USA***

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC (the "Firm") to undertake the legal representation of ARcare, Inc. (the "Client") with respect to Duchesnay USA (the "Defendant"). The Firm will investigate and bring suit against the Defendant for sending illegal junk faxes (the "Matter").

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

**Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a series of Class Actions and authorizes the Firm to file Class Action complaints against the Defendants. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

The case to be filed by the Firm will be based upon the junk faxes the Client has previously provided the Firm and that it may provide in the future. The Firm will investigate and file suit against Duchesnay USA.

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

ARcare, Inc.  
April 3, 2019  
Page 2

### **Cooperation**

The Client will cooperate fully with the Firm and provide all information known or available to the Client which may aid the Firm in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firm to take all actions which the Firm in its discretion deems advisable on the Client's behalf. In keeping with this commitment, the Firm agrees to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firm makes no representation or warranty with respect to the outcome of the Matter. The Firm will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

### **Fees and Expenses**

The Client acknowledges that the Firm may incur various expenses in providing services to the Client. Such expenses include, but are not limited to, charges for filing and serving papers, courier or messenger services, recording or certifying documents, deposition transcripts, investigations, witnesses, long-distance telephone calls, copying or printing materials, postage and travel expenses, plus the expenses of others such as expert witnesses or investigators. The cost of these expenses will be advanced by the Firm and the Client shall have no responsibility to reimburse the Firm for expenses, except from and to the extent of any recovery obtained in the litigation.

The Matter will be brought as a series of class actions, and if the court permits a given case to proceed as a class action, the Client and the Firm agree that the Firm will apply to the court for reimbursement of expenses and payment of attorney's fees out of any recovery achieved on behalf of the Class. The Firm anticipates requesting up to 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

In the event the that a given case is not certified as a class action, the Client agrees that the Firm has the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.



ARcare, Inc.  
April 3, 2019  
Page 3

**Firm's Withdrawal**

The Firm reserves the right to withdraw from this engagement if the Client fails to honor this letter of understanding, or for any just reason as is permitted or required under the Code of Professional Responsibility or permitted by applicable court rules. Notification of any such withdrawal shall be made in writing to you. The Firm agrees that in such an event, it will promptly return all papers, correspondence, and other materials provided to the Firm with regard to the Matter, including all work papers, files, and anything else produced or accumulated with regard to the Matter.

**Client's Termination**

Our relationship is a very personal one, and we hope that you are always satisfied with the representation; however, should you decide, you remain free to terminate this engagement at any time with or without cause.

**Disputes Between Client and Firm**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firm which cannot be resolved, the Firm reserves the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

**General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of the Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.

ARcare, Inc.  
April 3, 2019  
Page 4

This letter sets forth all of the terms of our representation of you. Please sign where indicated below and return a copy to me.

Sincerely,



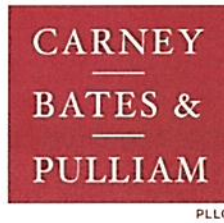
Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

**AGREED TO AND ACCEPTED AS TO THE TERMS:**



ARcare, Inc./Steven Collier

DATE: \_\_\_\_\_



February 15, 2021

ARcare, Inc.  
Steven F. Collier  
107 S. 2nd Street  
P.O. Box 534  
Augusta, Arkansas 72006

***RE: LAWSUITS AGAINST YOUFIRST, INC.***

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC (the “Firm”) to undertake the legal representation of ARcare, Inc. (the “Client”) with respect to YouFirst, Inc. (the “Defendant”). The Firm will investigate and bring suit against the Defendant for sending illegal junk faxes (the “Matter”).

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more “user friendly.” If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

#### **Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a series of Class Actions and authorizes the Firm to file Class Action complaints against the Defendants. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

The case to be filed by the Firm will be based upon the junk faxes the Client has previously provided the Firm and that it may provide in the future. The Firm will investigate and file suit against YouFirst, Inc..



ARcare, Inc.  
February 15, 2021  
Page 2

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

**Cooperation**

The Client will cooperate fully with the Firm and provide all information known or available to the Client which may aid the Firm in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firm to take all actions which the Firm in its discretion deems advisable on the Client's behalf. In keeping with this commitment, the Firm agrees to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firm makes no representation or warranty with respect to the outcome of the Matter. The Firm will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

**Fees and Expenses**

The Client acknowledges that the Firm may incur various expenses in providing services to the Client. Such expenses include, but are not limited to, charges for filing and serving papers, courier or messenger services, recording or certifying documents, deposition transcripts, investigations, witnesses, long-distance telephone calls, copying or printing materials, postage and travel expenses, plus the expenses of others such as expert witnesses or investigators. The cost of these expenses will be advanced by the Firm and the Client shall have no responsibility to reimburse the Firm for expenses, except from and to the extent of any recovery obtained in the litigation.

The Matter will be brought as a series of class actions, and if the court permits a given case to proceed as a class action, the Client and the Firm agree that the Firm will apply to the court for reimbursement of expenses and payment of attorney's fees out of any recovery achieved on behalf of the Class. The Firm anticipates requesting up to 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

In the event that a given case is not certified as a class action, the Client agrees that the Firm has the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.

ARcare, Inc.  
February 15, 2021  
Page 3

**Firm's Withdrawal**

The Firm reserves the right to withdraw from this engagement if the Client fails to honor this letter of understanding, or for any just reason as is permitted or required under the Code of Professional Responsibility or permitted by applicable court rules. Notification of any such withdrawal shall be made in writing to you. The Firm agrees that in such an event, it will promptly return all papers, correspondence, and other materials provided to the Firm with regard to the Matter, including all work papers, files, and anything else produced or accumulated with regard to the Matter.

**Client's Termination**

Our relationship is a very personal one, and we hope that you are always satisfied with the representation; however, should you decide, you remain free to terminate this engagement at any time with or without cause.

**Disputes Between Client and Firm**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firm which cannot be resolved, the Firm reserves the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

**General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of the Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.

ARcare, Inc.  
February 15, 2021  
Page 4

This letter sets forth all of the terms of our representation of you. Please sign where indicated below and return a copy to me.

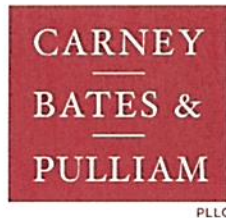
Sincerely,

Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

**AGREED TO AND ACCEPTED AS TO THE TERMS:**

  
\_\_\_\_\_  
ARcare, Inc./Steven Collier

DATE: \_\_\_\_\_



February 15, 2021

ARcare, Inc.  
Steven F. Collier  
107 S. 2nd Street  
P.O. Box 534  
Augusta, Arkansas 72006

***RE: LAWSUITS AGAINST PREMIER MEDICAL***

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC (the “Firm”) to undertake the legal representation of ARcare, Inc. (the “Client”) with respect to Premier Medical. (the “Defendant”). The Firm will investigate and bring suit against the Defendant for sending illegal junk faxes (the “Matter”).

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more “user friendly.” If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

**Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a series of Class Actions and authorizes the Firm to file Class Action complaints against the Defendants. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

The case to be filed by the Firm will be based upon the junk faxes the Client has previously provided the Firm and that it may provide in the future. The Firm will investigate and file suit against Premier Medical.

519 W. 7<sup>th</sup> St. | Little Rock, AR 72201  
p. 501-312-8500 | f. 501-312-8505 | tf. 888-551-9944  
www.cbplaw.com



ARcare, Inc.  
February 15, 2021  
Page 2

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

**Cooperation**

The Client will cooperate fully with the Firm and provide all information known or available to the Client which may aid the Firm in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firm to take all actions which the Firm in its discretion deems advisable on the Client's behalf. In keeping with this commitment, the Firm agrees to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firm makes no representation or warranty with respect to the outcome of the Matter. The Firm will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

**Fees and Expenses**

The Client acknowledges that the Firm may incur various expenses in providing services to the Client. Such expenses include, but are not limited to, charges for filing and serving papers, courier or messenger services, recording or certifying documents, deposition transcripts, investigations, witnesses, long-distance telephone calls, copying or printing materials, postage and travel expenses, plus the expenses of others such as expert witnesses or investigators. The cost of these expenses will be advanced by the Firm and the Client shall have no responsibility to reimburse the Firm for expenses, except from and to the extent of any recovery obtained in the litigation.

The Matter will be brought as a series of class actions, and if the court permits a given case to proceed as a class action, the Client and the Firm agree that the Firm will apply to the court for reimbursement of expenses and payment of attorney's fees out of any recovery achieved on behalf of the Class. The Firm anticipates requesting up to 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

In the event the that a given case is not certified as a class action, the Client agrees that the Firm has the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.

ARcare, Inc.  
February 15, 2021  
Page 3

#### **Firm's Withdrawal**

The Firm reserves the right to withdraw from this engagement if the Client fails to honor this letter of understanding, or for any just reason as is permitted or required under the Code of Professional Responsibility or permitted by applicable court rules. Notification of any such withdrawal shall be made in writing to you. The Firm agrees that in such an event, it will promptly return all papers, correspondence, and other materials provided to the Firm with regard to the Matter, including all work papers, files, and anything else produced or accumulated with regard to the Matter.

#### **Client's Termination**

Our relationship is a very personal one, and we hope that you are always satisfied with the representation; however, should you decide, you remain free to terminate this engagement at any time with or without cause.

#### **Disputes Between Client and Firm**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firm which cannot be resolved, the Firm reserves the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

#### **General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of the Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.



ARcare, Inc.  
February 15, 2021  
Page 4

This letter sets forth all of the terms of our representation of you. Please sign where indicated below and return a copy to me.

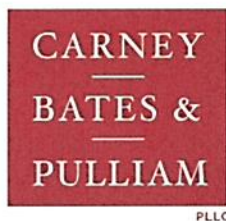
Sincerely,

Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

**AGREED TO AND ACCEPTED AS TO THE TERMS:**

  
\_\_\_\_\_  
ARcare, Inc./Steven Collier

DATE: \_\_\_\_\_



February 15, 2021

ARcare, Inc.  
Steven F. Collier  
107 S. 2nd Street  
P.O. Box 534  
Augusta, Arkansas 72006

***RE: LAWSUITS AGAINST ITF PHARMA***

Dear Mr. Collier:

You have engaged CARNEY BATES & PULLIAM, PLLC (the "Firm") to undertake the legal representation of ARcare, Inc. (the "Client") with respect to ITF Pharma (the "Defendant"). The Firm will investigate and bring suit against the Defendant for sending illegal junk faxes (the "Matter").

Because it is simply a good practice, and because our professional liability carrier requires it, we establish written engagement terms with all new clients. Over time, we have developed these terms into this written engagement letter. We have tried to make sure this engagement letter is comprehensive, and have broken it down into sections that make it more "user friendly." If you have any problems with any of these terms, then please let us discuss them with you before you sign this letter.

**Engagement**

This letter sets forth the terms of our engagement by the Client with respect to the Matter. The Client acknowledges that this Matter is being pursued as a series of Class Actions and authorizes the Firm to file Class Action complaints against the Defendants. Further, the Client agrees to serve as a named plaintiff in the Class Actions to be filed, whereby the Client will serve as a representative party for members of the Class in prosecution of the Matter.

The case to be filed by the Firm will be based upon the junk faxes the Client has previously provided the Firm and that it may provide in the future. The Firm will investigate and file suit against ITF Pharma.

ARcare, Inc.  
February 15, 2021  
Page 2

If you agree to these terms, then please acknowledge acceptance of these terms by executing the appropriate signatory block at the end of this letter, returning one original copy of this letter to me and retaining one for your files.

### **Cooperation**

The Client will cooperate fully with the Firm and provide all information known or available to the Client which may aid the Firm in representing the Client in the Matter. Further, by this letter, the Client authorizes the Firm to take all actions which the Firm in its discretion deems advisable on the Client's behalf. In keeping with this commitment, the Firm agrees to notify the Client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to these developments. It is acknowledged that the Firm makes no representation or warranty with respect to the outcome of the Matter. The Firm will be entitled to rely upon oral and written information received by the Client during the course of our engagement.

### **Fees and Expenses**

The Client acknowledges that the Firm may incur various expenses in providing services to the Client. Such expenses include, but are not limited to, charges for filing and serving papers, courier or messenger services, recording or certifying documents, deposition transcripts, investigations, witnesses, long-distance telephone calls, copying or printing materials, postage and travel expenses, plus the expenses of others such as expert witnesses or investigators. The cost of these expenses will be advanced by the Firm and the Client shall have no responsibility to reimburse the Firm for expenses, except from and to the extent of any recovery obtained in the litigation.

The Matter will be brought as a series of class actions, and if the court permits a given case to proceed as a class action, the Client and the Firm agree that the Firm will apply to the court for reimbursement of expenses and payment of attorney's fees out of any recovery achieved on behalf of the Class. The Firm anticipates requesting up to 35% of the total recovery achieved as payment for attorney's fees, which fee may increase to 40% if an appeal is commenced by any party (regardless of whether recovery is from a settlement or judgment).

In the event the that a given case is not certified as a class action, the Client agrees that the Firm has the discretion to determine whether to proceed with the case as a contingent fee suit for the Client's individual benefit or to request permission of the Court to withdraw as Counsel.

ARcare, Inc.  
February 15, 2021  
Page 3

#### **Firm's Withdrawal**

The Firm reserves the right to withdraw from this engagement if the Client fails to honor this letter of understanding, or for any just reason as is permitted or required under the Code of Professional Responsibility or permitted by applicable court rules. Notification of any such withdrawal shall be made in writing to you. The Firm agrees that in such an event, it will promptly return all papers, correspondence, and other materials provided to the Firm with regard to the Matter, including all work papers, files, and anything else produced or accumulated with regard to the Matter.

#### **Client's Termination**

Our relationship is a very personal one, and we hope that you are always satisfied with the representation; however, should you decide, you remain free to terminate this engagement at any time with or without cause.

#### **Disputes Between Client and Firm**

You should further understand that in the event a conflict of interest or a dispute develops between you and the Firm which cannot be resolved, the Firm reserves the right, consistent with the Code of Professional Responsibility which governs our ethical obligation to you, to withdraw from representation of your interests.

#### **General**

We look forward to working with you. Please feel free to contact us at any time if you have questions. In the event I am unavailable, please feel free to speak with any member of the Firm. Due to time constraints, we may copy you on correspondence with others involved in the Matter as a means of keeping you informed. We encourage you to communicate with us all relevant dates, times, and facts that are material or helpful to our representation of you in this Matter. We will endeavor to keep you informed of all developments. Thank you for your confidence in our Firm.



ARcare, Inc.  
February 15, 2021  
Page 4

This letter sets forth all of the terms of our representation of you. Please sign where indicated below and return a copy to me.

Sincerely,

Randall K. Pulliam  
CARNEY BATES & PULLIAM, PLLC

**AGREED TO AND ACCEPTED AS TO THE TERMS:**

  
\_\_\_\_\_  
ARcare, Inc./Steven Collier

DATE: \_\_\_\_\_